

ALLOY WHEEL PROTECTION

This policy is a contract between you and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority

1. ABOUT YOUR ALLOY WHEEL PROTECTION

Your Alloy Wheel insurance is designed to keep the **Alloy Wheel(s)** fitted to **Your Vehicle** in good condition throughout the **Period of Cover**.

Alloy Wheel insurance provides repairs or replacement **Alloy Wheel(s)** for unavoidable **Accidental** or **Malicious Damage** without affecting **Your** motor insurance.

The **Schedule** is subject to the terms of this document and it shows the **Vehicle** that is covered by this Alloy Wheel insurance.

You should read **Your Schedule** and this document together.

We have listed words with special meanings in **Definitions** below. These words are printed in bold whenever they appear in this document.

We have listed the **Exclusions** that apply to **Your** Alloy Wheel insurance below.

Please read this document carefully as **Your** failure to comply with any of its terms may render **Your** Alloy Wheel insurance invalid and could jeopardise the payment of any claim which might arise.

and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

This document tells **You** what is covered, how Tobell Insurance Services Limited will administer claims and other important information.

This Alloy Wheel Insurance is underwritten by Acasta European Insurance Company Limited

CONSUMER INSURANCE (Disclosure & Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of

Your application for cover under the policy;

II. To make sure that all information supplied as part of **Your** application for cover is true and correct;

III. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

2. ELIGIBILITY

You are eligible for Alloy Wheel insurance if at the **Start Date** and during the **Period of Cover**:

2.1 **You** reside in the United Kingdom, or if **You** are a partnership, company or other legal entity **You** are registered in England and Wales, Northern Ireland or Scotland;

2.2 **We** have accepted **Your** application;

2.3 **You** have paid the premium including applicable taxes; and

2.4 **Your Vehicle** is not an excluded vehicle and does not exceed 3,500kg in weight.

3. DEFINITIONS

The following words will have the meanings described below wherever they appear in this document.

Administrator: Tobell Insurance Services Limited. Whenever **You** contact them please quote the policy number which is on **Your Schedule**.

Accidental Damage: sudden and unforeseen damage.

Alloy Wheel(s): the original alloy wheels that were fitted to **Your Vehicle** on the date **You** purchased **Your Vehicle** and that remain on **Your Vehicle** throughout the **Period of Cover**.

Call Out Charge: a non refundable £10 fee payable to the **Repairer** to attend **Your Vehicle** to assess the **Accidental** or **Malicious Damage**.

Claims Limit: the maximum number of claims for repair or replacement of **Your Alloy Wheel(s)** **You** can make during the **Period of Cover**. **You** can make four (4) claims in a 12 month policy, eight (8) claims in a 24 month policy, or twelve (12) claims in a 36 month policy. **You** may not make more than four (4) claims in any one 12 month period.

Data Controller – The **Insurer**, who determines the purposes and means of processing **Your** personal data.

Excess: the first £10 of any claim payable by **You**. If **You** pay a **Call Out Charge** in respect of a repair, the **Excess** will be waived for that repair. If the **Repairer** repairs more than one case of **Accidental** or **Malicious Damage** during a call out **You** will be charged an **Excess** for each additional repair.

3. DEFINITIONS

Incident: the event that gave rise to the **Accidental** or **Malicious Damage**.

Malicious Damage: deliberate and intentional damage caused by a third party.

Period of Cover: the period as noted on **Your Schedule** for which **We** have agreed to provide Alloy Wheel insurance in accordance with this **Policy**.

Policy: these terms and conditions read in conjunction with the **Schedule**.

Repairer: a company authorised by **Us** to carry out a repair to **Your Alloy Wheel(s)**.

Schedule: a document **We** will issue to **You** containing important information about **You, Your Vehicle**, the **Start Date**, the expiry date and the premium.

Start Date: the date on which **Your** insurance starts as noted on **Your Schedule**.

Territorial Limits: United Kingdom.

Vehicle: the vehicle described in **Your Schedule** Please note this Alloy Wheel insurance does not cover the following vehicles in any circumstances; light commercial vehicles, delivery vehicles, panel vans and vehicles exceeding 3,500kg. The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), test driving, driving instruction, delivery courier or a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial or any purpose in connection with the motor trade.

We/Us/Our/Insurer - The **Insurer**, Acasta European Insurance Company Limited.

Wear & Tear - Alloy Wheel(s): general pitting, corrosion, discolouration, tar staining, neglect or a defect which the repairer advises is not the result of **Accidental** or **Malicious Damage**.

You/Your/Yourself: the person named on **Your Schedule**.

4. COVER PROVIDED

In return for the payment of the appropriate premium, **We** will provide Alloy Wheel Insurance subject to the terms of this **Policy** up to the **Claims Limit** during the **Period of Cover**.

Alloy Wheel insurance will contribute towards the cost of repair of **Your Alloy Wheel(s)** that sustain **Accidental** or **Malicious Damage**.

If **Your Alloy Wheel(s)** are not repairable **We** will pay **You** a contribution towards the replacement of **Your Alloy Wheel(s)** of up to £150 per **Alloy Wheel**.

If **We** make a contribution towards the replacement of **Your Alloy Wheel(s)** each such contribution will count as two claims towards the **Claims Limit**.

In the event of multiple cases of **Accidental** or **Malicious Damage** being caused by the same **Incident**, each

Accidental or **Malicious Damage** repair will constitute a separate claim and a separate **Call Out Charge** or **Excess** will be payable.

Repairs can only be carried out on the United Kingdom mainland.

Malicious Damage

If **Your Alloy Wheel(s)** suffer **Malicious Damage** **You** must report the **Incident** to the **Police** and obtain a crime reference number.

Recovery

If **Your Vehicle** needs recovering after the **Incident** **You** can claim up to £35 including VAT towards **Your** recovery costs only as part of a valid claim.

5. EXCLUSIONS

You will not be compensated for:

5.1 Damage:

5.1.1 that cannot be defined as **Accidental** or **Malicious Damage**;

5.1.2 to alloy wheels other than the original **Alloy Wheel(s)** fitted to **Your Vehicle**;

5.1.3 that occurs before the **Start Date**;

5.1.4 caused by **Wear & Tear - Alloy Wheel(s)**;

5.1.5 caused by faulty manufacture or design of **Your Alloy Wheel(s)**;

5.1.6 caused by a road traffic accident or where **Your Vehicle** is a total write off;

5.1.7 caused by improper use of **Your Vehicle**;

5.2 Claims in excess of the **Claims Limit**;

5.3 The **Excess** of £10 per repair unless **You** have paid a **Call Out Charge**.

5.4 Any liability to any other party.

5.5 Any other costs that are indirectly caused by the **Incident** unless specifically stated as covered in the **Policy**.

5.6 The theft of **Your Alloy Wheel(s)**;

5.7 **Accidental** or **Malicious Damage** covered by any other insurance policy, warranty or guarantee;

5.8 Any repair work carried out without prior authorisation being given by the **Administrator** or **Us**.

5.9 **Accidental** or **Malicious Damage** caused outside the

5. EXCLUSIONS

Territorial Limits or repairs required outside the United Kingdom mainland.

5.10 Any consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

5.11 Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive

nuclear assembly or nuclear component thereof.

5.12 **Accidental** or **Malicious Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds.

5.13 **Accidental** or **Malicious Damage** reported more than thirty (30) days after the **Incident**.

5.14 **Malicious Damage** reported to the police more than twenty four (24) hours after **You** became aware of it.

5.15 If any claim or statement made by **You** is in any respect deliberately or recklessly overstated, false or fraudulent, **We** may have the right to refuse any claim on this policy or to avoid this insurance in its entirety.

6. GENERAL CONDITIONS

You must fulfil certain obligations in order to ensure that **Your** Alloy Wheel insurance remains valid:

6.1. **You** must report **Your** claim within thirty (30) days of the **Incident**.

6.2. **You** must use all reasonable care to maintain **Your Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage.

6.3 Observe the terms, conditions and exclusions of this insurance and Your Motor Insurance

6.4 Take all reasonable steps to try to prevent any incident that may give rise to a claim

6.5 Maintain all property and take all reasonable steps to minimise the amount payable under this insurance

6.6 **You** must give **Us** true and complete information.

6.7 **You** must comply with **Our** reasonable requests.

6.8 **You** must follow the prescribed claims procedure as explained in this document or by the **Administrator**.

6.9 **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating.

6.10 **You** must tell **Us** about anything that **You** have not yet disclosed but which may affect **Our** decision in accepting **Your** Alloy Wheel insurance.

6.11 **You** must tell **Us**, via the **Administrator**, about any changes which may be important for **Us** to continue providing **Your** Alloy Wheel insurance.

Please note that **We** reserve the right to charge an administration fee for any changes to **Your** Certificate. This will be communicated to **You** by the **Administrator** at the time such changes are made.

6.12 The Insurer reserves the right to take legal proceedings in Your name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If **You** recover any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to Us.

6.13 If any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described in section 10 of this document and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

6.14 This insurance is governed by English law.

6.15 Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

7. CANCELLATION AND COOLING OFF PERIOD

7.1 **We** trust that **You** will be happy with **Your** Alloy Wheel insurance. However, **You** have the right to cancel it within fourteen (14) days of receiving the **Policy** without giving any reason. If **You** do so **We** will refund **Your** payment in full less the cost of any repairs undertaken.

In the event that **You** wish to cancel **Your** Alloy Wheel insurance within the fourteen (14) day period please contact **Your** supplying dealer who will arrange for the refund.

7.2 If **You** cancel after the first fourteen (14) days of receipt of

Your Policy, irrespective of whether or not **You** have made a claim no premium refund will be given.

7.3 **We** may cancel this insurance if in **Our** opinion **You** have at any time:

7.3.1 given **Us** false or incomplete information

7.3.2 agreed to help anyone try to take money from **Us** dishonestly, or

7.3.3 failed to meet the terms and conditions of this insurance or

7. CANCELLATION AND COOLING OFF PERIOD

7.3.4 failed to act honestly towards **Us**.

7.3.5 failed to pay the policy premium.

We can cancel this insurance at any time by giving **You** at least 14 days' written notice at **Your** last known address.

8. AUTOMATIC TERMINATION

Your Alloy Wheel insurance will automatically terminate on the earliest date one of the following events happen:

8.1 **You** dispose of, or transfer ownership of **Your Vehicle** to another party, and **You** do not inform **Us**; or

8.2 **You** dispose of, or transfer ownership of **Your Vehicle** to a garage, motor trader, auctioneers or similar company; or

8.3 **Your Policy** expires as per **Your Schedule**;

8.4 **You** cease to be resident in the United Kingdom; or

8.5 The number of claims **You** have made reaches the **Claims Limit**.

9. HOW TO MAKE A CLAIM

9.1 When **You** become aware of any damage that could lead to a claim **You** must call the **Administrator** on 0114 321 9877 within thirty (30) days of the **Incident**. **You** must comply with the claims procedure as explained in this document and by the **Administrator**.

9.2 In order to authorise a claim the **Administrator** will require:

9.2.1 **Your** personal and **Vehicle** details;

9.2.2 full details of the damage; and

9.2.3 confirmation that the damage falls within the definition of **Accidental** or **Malicious Damage**.

9.3 **You** may be requested to provide the **Administrator** with a digital photo of the damage and documentation to support **Your** claim. **Your** photos can be emailed to: claims@tobell.co.uk

9.4 If a repair involves a call out **You** will have to pay the **Call Out Charge**. If **You** pay a **Call Out Charge** the **Excess** for that repair will be waived.

9.5 If the **Repairer** repairs more than one case of **Accidental** or **Malicious Damage** during a call out **You** must pay the **Excess** for each additional repair.

9.6 If **Your Vehicle** is not available for inspection at the time arranged with the **Repairer** an additional **Call Out Charge** will

be payable for any subsequent appointment.

9.7 Upon receipt of the information requested in 9.2 and 9.3 the **Administrator** will review **Your** claim. If **Your** claim is covered by this **Policy** the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.

9.8 **You** must allow the **Administrator** or **Us** (or **Our** authorised **Repairer**) access to inspect **Your Vehicle** if it is the subject of a claim.

9.9 If **You** are not satisfied that the repair has been properly completed do not sign the release form and contact the **Administrator** immediately.

9.10 **We** reserve the right to settle **Your** claim in cash in lieu of arranging a repair of **Your Alloy Wheel(s)**.

Diamond/Laser Cut Alloy Wheel(s)

It may be necessary for **You** to remove **Your Alloy Wheel(s)** from **Your Vehicle** so that **We** can collect them and send them to a specialist **Repairer**. The repair may take up to ten (10) working days.

Alloy Wheel insurance does not cover **You** for any other costs **You** incur whilst **Your Alloy Wheel(s)** are being repaired, or as a result of **Your Alloy Wheel(s)** being removed from **Your Vehicle**.

10. ENQUIRIES OR COMPLAINTS

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance address **Your** enquiry to the **Administrator** quoting **Your** policy number. Telephone: 01143 219680. email: customerservices@tobell.co.uk.

The **Administrator** will acknowledge **Your** complaint within 5 business days of receiving it and it will do its best to resolve the matter within 2 weeks.

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower

London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: www.financial-ombudsman.org.uk

(Using this service does not affect **Your** right to take legal action.)

11. TRANSFERRING YOUR COVER

If **You** sell **Your Vehicle** during the **Period of Cover**, **You** may transfer the benefits of this insurance to the new owner of **Your Vehicle**, provided that **You** sell **Your Vehicle** privately and not through a garage, motor trader, auctioneers or similar company.

The transfer will be subject to a £35 administration fee. The transfer will be subject to the **Administrator's** approval and the fee will be returned in the event of non-acceptance.

12. DATA PROTECTION ACT

We are the **Data Controller** for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products.

You are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household

b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies

c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

13. COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable

to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme .